



Commission Members: Chair Cynthia Loebenstein, Vice Chair Michael Mertaugh, Amy Segal, Ana Lagunez, Caitie Whelan, Dory Waxman, Jon Kachmar, Marie Gray, Nathan Robbins, Zack Anchors, and Mayor Kate Snyder

City of Portland
Parks Commission Agenda
September 3, 2020

5:00 PM

On Thursday, September 3, 2020, at 5:00 pm, the Portland Parks Commission will conduct a virtual meeting using emergency legislation approved by LD 2167; 1 M.R.S. §403A, that authorizes cities and towns to conduct meetings online. This workshop will be conducted remotely using Zoom.

Allow your computer to install the free Zoom app to get the best meeting experience. We hope to be able to offer other livestream methods in the future. If you are not able to attend live, we will be posting a recording of the meeting once it has concluded.

Please click the link below to join the webinar:

<https://zoom.us/j/91710859101?pwd=MUVLWTVFRG5jUFNxSHIEcTFISk8wZz09>

Passcode: P3pperm1nt

Or iPhone one-tap :

US: +13017158592,,91710859101#,,,,,0#,,480730# or +13126266799,,91710859101#,,,,,0#,,480730#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

**US: +1 301 715 8592 or +1 312 626 6799 or +1 929 205 6099 or +1 253 215 8782 or +1 346 248 7799 or
+1 669 900 6833**

Webinar ID: 917 1085 9101

Passcode: 480730

International numbers available: <https://zoom.us/j/91710859101>

*The Mission of the Portland Parks Commission is to advocate for the enhancement and stewardship of our parks and open spaces. Review and propose projects that impact parks and open spaces and recommend action.
Foster collaboration among park users and the City. Promotes public access and enjoyment.
Advocate for public and private funding for parks and open spaces. Enjoy Portland for Life.*

- I. General Citizen Comment Period
- II. Agenda Items
 - a. Acceptance of Meeting Minutes: July Meeting Minutes
 - b. New Business
 - i. 46 Western Promenade License Agreement
 - ii. New Parks Conservancy Volunteer Coordinator, Jesse Billingham

City of Portland Commissions are not required to take public comment under FOAA and our Ordinance is silent regarding the duties of the Commission. The Commission has the discretion to not allow or allow public comment during its meetings, including the authority to limit the duration of comments. Since the Commission makes recommendations to the City Council, public comment is available at that level.

- iii. Fall Service Event in Lieu of Strategic Planning Meeting
- c. Communications/Updates
 - i. City Operating Budget Update
 - ii. Deering Oaks Update
 - iii. Subcommittee Reports
 - iv. Land Bank Commission Report
 - v. Parks Report
- d. Commissioner requests for Agenda Items



In attendance: Commission Members: Chair Cynthia Loebenstein, V. Chair Michael Mertaugh, Zack Anchors, Amy Segal, Ana Lagunez, Caitie Whelan, Jon Kachmar, and Marie Gray. City Staff: Ethan Hipple and Alex Marshall.

City of Portland
Parks Commission Minutes
July 9, 2020, 5:00 PM

On Thursday, July 9, 2020, at 5:00 pm, the Portland Parks Commission conducted a virtual meeting using emergency legislation approved by LD 2167; 1 M.R.S. §403A, that authorizes cities and towns to conduct meetings online. This workshop was conducted remotely using Zoom.

I. General Citizen Comment Period

There were no comments from the public.

II. Agenda Items

a. Acceptance of Meeting Minutes: June 04, 2020

Michael moved to accept the meeting minutes of June 4, 2020. Caitie seconded. Motion passed unanimously.

b. New Business

i. Nominations

Caitie nominated Cynthia for Chair and Michael for Vice Chair for next year. Amy seconded. The vote passed unanimously.

ii. Open Commission Positions

There are currently two open positions on the Commission. Colette's term has ended so this leaves an at-large position open as well as the Portland Trails position. The advertisement will be posted for the at-large position. Portland Trails has been contacted to appoint a nominee. Cynthia, Jon, and Michael volunteered to take part in the Nomination Committee.

c. Communications/Updates

i. COVID19 Staff Update

Ethan shared that some of the furloughed Recreation and Aquatics staff are back to work now that summer camp has started and facilities are opening up

again. All of the parks and playgrounds are open. The ravine pool at Deering Oaks and the various splash pads are still closed. Alex is now the Parks Director and Ethan is Acting Director of Parks, Recreation, & Facilities

ii. Friends Group Questionnaire Update

Zack shared that the Outreach and Finance committees met and drafted a letter to send to the friends groups in hopes of encouraging greater participation in the questionnaire. Cynthia added an intro of the new Parks Conservancy Volunteer Coordinator to the letter. Michael suggested adding emphasis on why participating in the survey will be beneficial to the friends groups.

iii. Subcommittee Reports

Park Initiatives: Caitie shared that the Commission would like the public to have an active role in naming the Amethyst Lot park while the Commission serves in a review capacity. The subcommittee is also working on a new initiative to develop interpretive signage to highlight a more diverse history of Portland.

Annual Report: Confirmed they will focus on a simple report this year and want to focus on the fall workshop. They also discussed outlining specific goals for the Commission.

Finance: Joint meeting with Community Outreach to write friends groups letter.

Community Outreach: Joint meeting with Finance to write letter.

COVID19 Group: Discussed how to best assist the new Volunteer Coordinator and how to promote the homeless services resource guide.

iv. Land Bank Commission Report

Jon shared that Land Bank is not meeting in July. There are currently two active acquisitions in progress with willing sellers. The Commission is looking into raising private funds from an interested donor for the Riverton Trolley Park property. The Jewell Falls property is now transferred to the landbank. The process continues for the Rand Rd and Redlon properties.

v. Parks Report

Forestry planted over 160 trees this planting season. The Amethyst lot is nearing completion with paving and installation of swinging benches still to come. Riverton school playground renovations start mid-August. Deering Oaks and Eastern Prom walkway improvements are on the horizon as well as resurfacing for Eastern Prom and Lyman Moore courts.

**CITY OF PORTLAND, MAINE
LICENSE AGREEMENT WITH
THOMAS A. ZACK and CAROL S. ZACK**

THIS LICENSE AGREEMENT ("License") is made this ____ day of _____, 2020, by and between the **CITY OF PORTLAND**, a body politic and corporate located in the County of Cumberland, State of Maine (hereinafter referred to as the "City"), and **Thomas A. Zack** and **Carol S. Zack**, whose mailing addresses 84 Eastern Promenade, Portland, Maine 04102 (hereinafter referred to together as the "Licensee").

WHEREAS, the City has right, title or interest in a triangle-shaped parcel of land located in Portland, Maine, bounded to the north by Western Promenade, to the south by Danforth Street, and to the west by property owned by Licensee, said triangle-shaped parcel of land being depicted on the attached Exhibit A, and shown as Lot 007 in Block A on Tax Map 071 of the Portland Tax Assessor, (the "Triangle").

WHEREAS, Licensee owns a parcel of land adjacent to the Triangle identified as 46 Western Promenade and shown as Lot 006 in Block A on Tax Map 071 of the Portland Tax Assessor, ("Licensee's Property");

WHEREAS, Licensee and Licensee's predecessor-in-title have used a portion of the Triangle for parking for over 40 years, without objection from the City;

WHEREAS, the City and Licensee desire that Licensee's historic parking use of the Triangle, as well as Licensee's other uses of the Triangle, become subject to the express conditions and terms specified in this License, including its payment, indemnification, insurance and termination provisions;

WHEREAS, the portion of the Triangle used by the Licensee for parking and other uses consists of one thousand, three hundred and seven square feet, and is shown as a triangle outlined by three solid dark lines on the sketch attached hereto as "Exhibit A," and referred to hereinafter as the "Premises".

WHEREAS, the City desires to permit Licensee to use the Premises in accordance with the provisions of this License;

NOW, THEREFORE, the City and Licensee do mutually agree as follows:

1. Property: The property subject to this License consists of the Premises.
2. Permitted Use: The City agrees to permit Licensee to use the Triangle for parking, a hot tub with patio, fencing, and other uses customarily made of a residential back yard; and that Licensee shall be permitted to re-construct the "paved drive" and "retaining wall(s)" shown on Exhibit A, all on the Triangle.
3. Term: The term of this License is month to month, beginning as of June 1, 2020.

4. Fees: The fee for this License is \$5 per month, payable upon execution of this License, 20 years in advance, in a total amount of One Thousand, Two Hundred Dollars (\$1,200.00) In the event the City terminates this License, the City shall remit to Licensee the 'unused' monthly fees for the remainder of said 20 years.
5. Maintenance: Maintenance of the Premises shall be the sole responsibility of Licensee.
6. Street Access: Street access to the Premises is limited to the existing curb cut on Western Promenade and Licensee's abutting property.
7. Compliance with laws: Licensee agrees to comply with all applicable laws and regulations in its operations hereunder, including but not limited to all applicable federal, state and local environmental law and regulations, including without limitation all laws and regulations governing hazardous substances. Licensee further understands and agrees that it must obtain at its own cost any permits and licenses required for its use of the Premises.

Licensee further agrees to provide to the City, immediately upon receipt, copies of any correspondence, Notice, Pleading, Citation, Indictment, Complaint, Order, Decree or other document from any source asserting or alleging a circumstance or condition which requires, or may require, a clean-up, removal, remedial action, or other response by or on the part of Licensee under environmental laws, or which seek civil, criminal or punitive penalties from Licensee for an alleged violation of environmental laws.

8. Removal of Encroachments: As a condition of this License, Licensee agrees to remove, within 3 months after this License is fully executed, all their personal property located on the real property of the City which is not covered by this License, including, but not limited to, the encroaching portion of their patio or deck around their hot tub, and their shed.
9. Indemnification. To the fullest extent permitted by law, Licensee shall defend, indemnify and hold City, its officers, agents and employees, harmless at all times from any claims, liability, losses, costs, expenses (including, without limitation, reasonable attorney's fees) fines, damages or judgments, just or unjust, that arise out of or result from the activities hereunder (collectively, "Claims"), said Claims to include, without limitation, claims for personal injury, death, or property damage, including injury or damage to City employees or property, whether caused by the acts or omissions of the Licensee, the Licensee's guests, City, its agents, officers or employees, and including claims based upon violation of any environmental law or regulation governing hazardous substances. Licensee's obligations under this paragraph shall survive the termination of this License.
10. Release. Licensee hereby releases City and its officers, agents and personnel (collectively, the "Releasees") from any and all claims, liabilities, damages, losses, costs, fees and expenses arising out of or resulting, directly or indirectly, from Licensee's use of the Licensed Area, including, without limitation, injuries, losses and damages for bodily injury (including disability or death) and property damage, regardless of cause, including any and all claims, damages and liabilities that arise out of or result from any actions or omissions, including negligence, on the part of any of the Releasees. Licensee promises not to sue any of the Releasees with respect to any such claims or liabilities. This waiver and release is intended to be as broad as the law allows and shall survive termination of this agreement.

11. Insurance. Prior to the execution of this Agreement, Licensee will procure and maintain occurrence-based Automobile Liability Insurance and Commercial General Liability Insurance coverage in amounts of not less than Four Hundred Thousand Dollars (\$400,000.00) per occurrence for bodily injury, death and property damage, naming City as additional insured thereon, and also Workers' Compensation Insurance coverage to the extent required by law. With respect to the Automobile and Commercial General Liability Insurance, the Licensee shall name City as an additional insured for coverage only in those areas where government immunity has been expressly waived by 14 M.R.S. A. § 8104-A, as limited by § 8104-B, and § 8111. This provision shall not be deemed a waiver of any defenses, immunities or limitations of liability or damages available to City under the Maine Tort Claims Act, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities or limitations of liability available to the City. Prior to execution of this Agreement, the Licensee shall furnish and City and thereafter maintain certificates evidencing all such coverages, which certificates shall guarantee thirty (30) days' notice to City of termination of insurance from the insurance provider or agent. Licensee shall also provide a copy of any endorsement naming City as additional insured. A certificate that merely has a box checked under "Addl Insr.," or the like, or that merely states that and City of Portland is named as an Additional Insured, will not be acceptable. The Workers' Compensation insurance shall include an endorsement waiving all rights of subrogation against the City of Portland, its officers or employees. Upon City's request, Licensee shall provide City with a complete copy of any of the above-referenced policies. Licensee shall be responsible for any and all deductibles and/or self-insured retentions. Licensee shall also require its contractors using the Licensed Area to provide City with certificates evidencing the coverages set forth above. City's acceptance or lack of acceptance of Licensee's Certificate of Insurance or other evidence of insurance shall not be construed as a waiver of the Licensee's obligation to obtain and maintain such insurance as required by this agreement.

All insurance policies hereunder shall be primary to any insurance, or self-insurance, maintained by the City. Policies and certificates evidencing such policies shall be delivered to the City. The City shall be provided with no less than thirty (30) days' prior notice of cancellation or non-renewal.

12. Termination: This License is revocable at will by either party for its convenience upon ninety (90) days' prior written notice from the revoking party to the other party.
13. License: This instrument is a License and no provision hereof shall be construed as conveying an easement or other estate in land.
14. Assignment: This License may not be transferred or assigned except together with the conveyance of the Licensees' property. Licensee and Licensees' successors and/or assigns shall provide notification to the city at least 30 days prior to any such transfer. Any deed conveying the Licensee's Property shall contain the following language:

"Grantee, by acceptance and recording of this deed acknowledges receipt of the City of Portland Maine License Agreement with Thomas A. Zack and Carol S. Zack

dated _____, 2020 and recorded in the Cumberland County Registry of Deeds in Book _____, Page _____ (the "License") and further acknowledges the City's rights including, but not limited to its rights of termination and obligation of Grantee to remove improvements, all as more fully expressed in the License."

Any Grantee/Assignee of this License shall submit proof of insurance as required under Paragraph 11 to the City within 30 days of the closing on the transfer of Licensee's Property . Failure to submit proof of insurance as required herein will result in the immediate termination of this License.

15. Amendment: This License shall be amended only in writing executed by the parties.

The parties have hereunto executed this License, in the case of the City, through its duly authorized representative, as of the day and date first above written.

CITY OF PORTLAND, MAINE

By: _____
Jon P. Jennings,
City Manager

Thomas A. Zack

Carol S. Zack

STATE OF MAINE
County of Cumberland

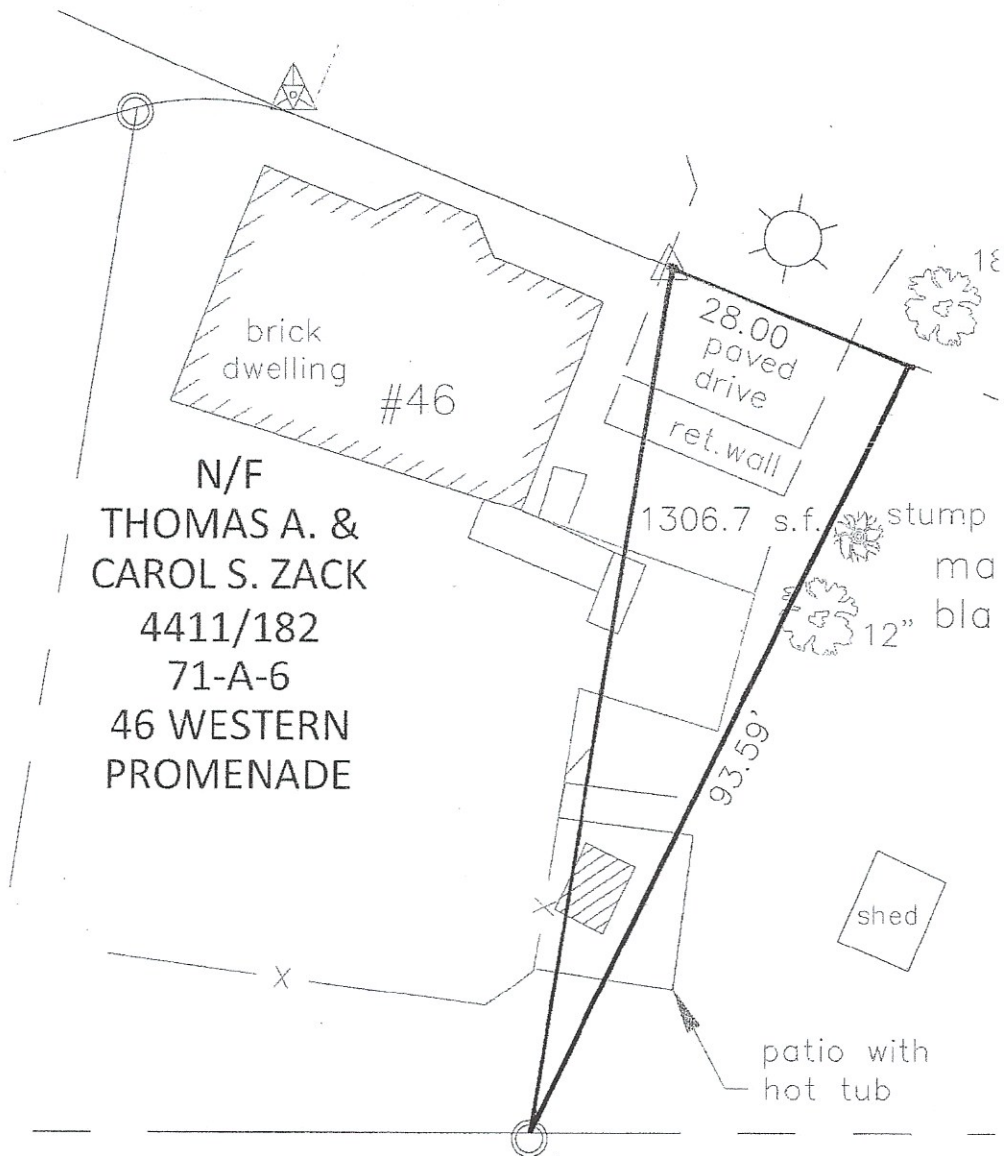
_____, 220__

Personally appeared before me the above-named Thomas A. Zack and Carol S. Zack, and acknowledged the foregoing instrument is their free act and deed.

Notary Public/Attorney-At-Law

Typed or Printed Name: _____

Commission Expires: _____



To: Portland Parks and Recreation Commission

From: Tom and Carol Zack

Date: 15 July 2020

Re: Land Use License Agreement

Dear Commissioners:

My wife Carol and I are asking for your approval of a land-use agreement prepared for us by Portland City Counselor Jennifer Thompson. Kindly let me explain the circumstances.

My wife and I have been Portland residents for over forty years. We bought our house at 46 Western Promenade in 1980 and raised our four children there. A little less than two years ago we decided it was time to downsize. We subsequently purchased a condo on the east end of the city and are now in the process of selling our Western Promenade house.

After we purchased the property in 1980, we learned that one of the previous owners had built the driveway partially on city land. Since we are now selling the house, we thought it best to correct this situation. So, we have been working with City Counselor Jennifer Thompson who graciously prepared a license agreement to legalize the use of this land (see attached).

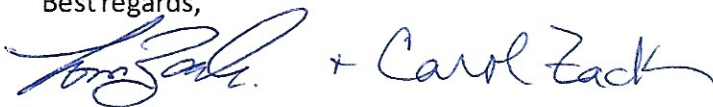
This license basically allows us to continue using the small parcel of city land for the next twenty years, or until the city might require it back. The agreement can be terminated at any time for any reason with a ninety (90) day notice. We as residents must pay a licensing fee and secure proper liability insurance for the continued use of the land.

Since the driveway has been in existence for over forty years, and since the land itself is a very steep and narrow barrier between the Western Promenade and Danforth Street with limited potential use, we are hoping that your department will see fit to approve this license in your September 2020 meeting.

Carol and I are available to meet with the commission any time to discuss this further, either in person or remotely.

Thank you in advance for your consideration.

Best regards,

Handwritten signatures of Tom and Carol Zack in blue ink. The signature of Tom is on the left, followed by a plus sign, and the signature of Carol is on the right.

Tom and Carol Zack



CITY OF PORTLAND
Parks, Recreation & Facilities Department
Ethan Hipple, Acting Director

CITY OF PORTLAND
Parks, Recreation & Facilities Department
Alex Marshall, Parks Director

Memorandum

TO: Parks Commission and Land Bank Commission
FROM: Alex Marshall, Parks Director, Parks, Recreation and Facilities Department
SUBJECT: Parks Division Update
DATE: September 2020

Parks Division Staffing

We are currently in a hiring freeze city wide. Openings in our division include:

- Arborist II
- Athletic Facilities Supervisor
- Parks Maintenance Supervisor

Due to Budget cuts we had to eliminate the following positions for FY21

- Parks Operations Coordinator
- Parks Foreman
- 4 Parks Maintenance Workers
- 1 Athletic Facilities Maintenance Worker

We did get approval to hire a new Lead Park Ranger. Tim Stephenson started last week in this role.

We are in the hiring process for the Ice Arena Manager position

Parks and Forestry Seasonals are also posted for fall watering and cleanup work

Dogs on Leash Order

In May the City Council adopted an order stating all dogs must be on leash in all areas of the city except the two dog parks at Quarry Run and Valley Street. This was extended until September 9th per the July 13th council order 10-20/21.

Re-Opening Timeline

April

- April 25: Farmer's Market reopened

May

- May 5: Riverside Golf Course reopened
- May 15: Tennis and Pickleball Courts reopen
- May 15: Portland Rowing Club moves singles and doubles to East End Beach for club use
- May 15: Back Cove Trail parking areas reopen

June

- June 15: Basketball and Volleyball Courts reopened
- June 15: Athletic Fields reopened



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Ethan Hipple, Acting Director

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Parks, Recreation & Facilities Department
Alex Marshall, Parks Director

- June 15: Playgrounds reopened

July

- July 1: Kiwanis Pool reopened
- July 1: Riverton Pool reopened for lap swim and Summer Day Camp use. Reiche pool stays closed for summer.
- July 6: Summer Day Camp starts, with strict hygiene standards and multiple sites limited to 50 each.

September

- Sept 1: Troubh Ice Arena reopened

Reopening Dates TBD:

- Community Center programming
- Senior Adult Programming
- Venues (Expo, Merrill, Ocean Gateway, etc...)

FY21 Budget

Due to delays caused by the pandemic, the FY21 Budget was postponed for a couple months. The City Manager's budget was proposed to the finance committee and will be voted on the night before this meeting. If approved by the Finance Committee it will be sent to the full City Council for review and approval mid September. If approved, the proposed changes are effective on September 30th.

Western Promenade Improvements

Vista clearing continues in designated locations that align with the master plan. The paved Serpentine Trail from Valley Street is also seeing improvements. Trail widening and installation of guardrails are making it safer for parks staff to remove snow in the winter and provide a clear passage for Hospital workers to get to and from the new parking garage.

Park Projects Update

Staff are working on the following funded CIP/Park Improvement projects:

- Amethyst Lot Park Conversion: The park is complete! Small touch up work remaining for city staff
- Riverton School Playground: This project broke ground on August 10th and is well on its way to completion before school starts September 14th. Most equipment and walkway paving is complete and turf installation is beginning. Wood Chips and final equipment install to begin next week. Final plantings and boulder placement following that.
- Dougherty Field Playground: The RFP is going out this week for design and supply of playground equipment. The site work and installation will be a separate RFP to be finalized this fall/winter for a spring/summer installation
- Park Walkway improvements: Eastern Prom walkway improvements have been unanimously approved by Historic Preservation. Deering Oaks is next up for a combined RFP to be executed in



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the Spring/Summer of 2021.

- Lyman Moore Tennis/Eastern Prom Bball & Tennis/Payson Park Bball & Tennis Court Resurfacing has been completed. All courts are now being finished with pickleball lines.
- Futsal Court at Fox Field: RFP is going out shortly
- Longfellow School Climber: Installed
- Quarry Run Dog Park: Parks and Forestry Crews spent a great deal of time improving trails and visibility at the Quarry Run Dog Park. An incredible improvement to the heavily used park.
- Baxter Woods Improvements: Relocation of the fence perimeter trail and renovation of the outdoor classroom space is in progress. Resurfacing the main carriage path is next on the list.